

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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Case No. 2:23-cv-6188 (OEM)(JW)

SUPERB MOTORS, INC., TEAM AUTO SALES LLC.,  
ROBERT ANTHONY URRUTIA, 189 SUNRISE  
HIGHWAY AUTO LLC., NORTSHORE MOTOR  
LEASING, LLC., BRIAN CHABRIER, individually and  
derivatively as a member of NORTSHORE MOTOR  
LEASING, LLC, JOSHUA AARONSON, individually and  
derivatively as a member of 189 SUNRISE HWY AUTO,  
LLC, JORY BARON, 1581 HYLAN BLVD AUTO LLC,  
1580 HYLAN BLVD AUTO LLC, 1591 HYLAN BLVD  
AUTO LLC, 1632 HYLAN BLVD AUTO LLC, 1239  
HYLAN BLVD AUTO LLC, 2519 HYLAN BLVD  
AUTO LLC, 76 FISK STREET REALTY LLC, 446  
ROUTE 23 AUTO LLC, and ISLAND AUTO  
MANAGEMENT, LLC,

Plaintiffs,

-against-

ANTHONY DEO, SARA DEO, HARRY THOMASSON,  
DWIGHT BLAKENSHIP, MARC MERCKLING,  
MICHAEL LAURIE, TOMAS JONES, CPA, CAR BUYERS  
NYC INC., GOLD COAST CARS OF SYOSSET LLC,  
GOLD COAST CARS OF SUNRISE LLC, GOLD COAST  
MOTORS AUTOMOTIVE GROUP LLC, GOLD COAST  
MOTORS OF LIC LLC, GOLD COAST MOTORS OF  
ROSLYN LLC, GOLD COAST MOTORS OF  
SMITHTOWN LLC, UEA PREMIER MOTORS CORP.,  
DLA CAPITAL PARTNERS INC., JONES LITTLE & CO.,  
CPA'S LLP, FLUSHING BANK, and LIBERTAS FUNDING,  
LLC,

Defendants.

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**DECLARATION OF ANTHONY DEO IN RESPONSE TO COURT'S INJUNCTION**  
**ISSUED SEPTEMBER 29, 2023**

Anthony Deo, pursuant to 28 U.S.C. § 1746, declares under the penalty of perjury that the  
following is true and correct:

1. My name is Anthony Deo and I am a Defendant in the above captioned action. I have first-hand knowledge of the facts recited herein.
2. I submit this Declaration in Response to this Court's Order on Plaintiffs' Application for Injunctive Relief.
3. All cars due to be returned to Plaintiffs as Ordered by this Court have been returned to Plaintiffs' possession, custody and control.
4. The cars Ordered to remain in my possession, custody and control are in my possession, custody and control, and all of those cars are insured as Ordered.
5. I ask this Court for clarification on two issues as Ordered by this Court in its Order dated September 29, 2023.
6. First, the reason proof of insurance to be provided to Plaintiffs for two of the cars was agreed upon between the Parties in the Mediation before Magistrate Wicks is because those two cars have been and continue to be utilized by me and my wife (co-Defendant Sara Deo) as demo cars, a typical "perk" for dealership owners/operators.
7. So I ask for the Court to clarify its Order allowing my wife and me to continue to utilize the 2019 Land Rover and 2023 Chevrolet Suburban as demo cars; we remain responsible for those cars and agreed to provide the proof of insurance coverage as requested by Plaintiffs specifically because we are continuing to utilize those two cars as demos. To be clear, Plaintiffs requested the proof of insurance being put into the Mediation agreement because everyone including the Plaintiffs participating in the Mediation knew that those cars have been and continue to be utilized by my wife and me, so I ask the Court to clarify its Order for Injunctive Relief to allow for that continued use.


8. If this issue is challenged in any way by Plaintiffs after submission of this Declaration, we ask this Court to send the issue to Magistrate Wicks who knows full well the reason that the insurance provision was included (due to those two cars actually being utilized as demos).
9. Secondly, attached hereto please find a true and accurate copy of a Commercial Surrender Affidavit with respect to the lease at the Syosset location formerly utilized for the operation of NorthShore Motors, and intended to be utilized by one or more of the Gold Coast entities.
10. This Affidavit is currently held in escrow while we await some agreed upon documentation from the landlord (expected to be finalized and exchanged this week), but in short, that location is being surrendered for several reasons, including the monthly cost (approximately \$40,000.00 per month) as it relates to remaining closed due to the actions and inactions of Plaintiffs since last November, 2022.
11. We bring this surrender to the Court's attention because the Syosset location is a secure location with indoor parking for the cars; the Amityville location at Sunrise Highway is not presently operating, there are no cars on that lot, it only has outdoor parking, and the location is not secure enough to leave the cars at the Amityville location at this time while it is closed.
12. Accordingly, we also ask this Court to allow for the cars in our possession covered by this Court's Order dated September 29, 2023, to be parked at our secure home address (3 Hunting Lane, Old Westbury, NY, 11568) while we arrange a new second location for our operations. As soon as we open any location we will immediately move the cars to the first location at which we commence operations and will so notify this Court.

SIGNED AND SWORN UNDER THE PAINS AND PENALTIES OF PERJURY.

Dated: Wantagh, New York  
October 3, 2023

  
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ANTHONY X DEO

Sworn before me this 3<sup>rd</sup>  
Day of October, 2023

  
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Notary Public

